

1580885

THE STATE OF TEXAS |
COUNTY OF HARRIS |

WHEREAS, Braeburn Glen, Inc., a Texas corporation, is the owner of the following described tract or parcel of land in Harris County, Texas, more particularly described as follows, to-wit:

Being 108.890 acres of land in H.T. & B. R.R. Co. Survey No. 6, Harris County, Texas, said survey being patented to Willis Yates and Louis Cotton and referred to by the County Tax Assessor as Abstracts No. 1438 and No. 1012 respectively, said 108.890 acres being more particularly described as follows:

BEGINNING at an iron pipe in the South line of the North half of the North half of said Survey No. 6, East 150 feet from the Southwest corner of the North half of the North half of said Survey No. 6;

THENCE East 1115.7 feet to a stake;

THENCE South 412.04 feet to the North line of Richmond Road;

THENCE N. 88 deg. 47 min. E. 100.02 feet along the North line of Richmond Road;

THENCE North 409.93 feet to the South line of the North half of the North half of said Survey;

THENCE East 1270.08 feet to an iron pipe in the East line of said survey;

THENCE North 1830 feet;

THENCE West 229.01 feet;

THENCE N. 89 deg. 23 min. 16 sec. W. 173.34 feet;

THENCE N. 71 deg. 22 min. W. 413.57 feet;

THENCE N. 63 deg. 10 min. 18 sec. W. 120.52 feet;

THENCE N. 55 deg. 11 min. W. 545.33 feet;

THENCE N. 34 deg. 49 min. E. 30.97 feet;

THENCE N. 55 deg. 11 min. W. 117.14 feet;

THENCE S. 34 deg. 49 min. W. 576.54 feet to the beginning of a curve to the right;

THENCE along said curve to the right having a radius of 5879.58 feet for a distance of 925.27 feet to the end of said curve;

THENCE S. 43 deg. 50 min. W. 213.43 feet to a point located 150 feet East of the West line of said Survey No. 6;

THENCE S. 00 deg. 14 min. E. 1098.66 feet to the
PLACE OF BEGINNING;

SAVE AND EXCEPT those certain tracts or parcels of
land situated within the said 108.890 acre tract
of land and conveyed to the parties hereinafter
immediately next mentioned by the deeds hereinafter
referred to.

WHEREAS, the following named persons, respectively,
own and hold certain tracts or parcels of land situated within
the hereinabove described 108.890 acre tract of land (and being
all of the tracts of land hereinabove excepted from the descrip-
tion of said 108.890 acre tract of land) as more fully described
in the deeds executed by Braeburn Glen, Inc., and filed with
the County Clerk of Harris County, Texas, as indicated by the
file number set opposite their respective names, to-wit:

<u>Name</u>	<u>Date of Deed</u>	<u>File No.</u>
Dale Webb and wife, Bettie Webb	Sept. 23, 1955	1500024
Charlie V. Beddingfield, Jr. and wife, Doris M. Bedding- field	Sept. 23, 1955	1499676
E. J. Michael (whose wife is Doris Michael)	Oct. 19, 1955	1519808
R. E. Baldwin (whose wife is Mariel B. Baldwin)	Oct. 19, 1955	1519807
Jack Culbertson (whose wife is Maxine Culbertson)	Oct. 19, 1955	1519809
Kenneth L. Smith and wife, Patricia Smith	Sept. 23, 1955	1499660
Ellis E. Roberts and wife, Joanna Roberts	Sept. 23, 1955	1500026

Reference is here made to the said deeds, and to the record there-
of for the description of the tracts of land owned by the above
listed persons, respectively.

WHEREAS, M. McConnell, Trustee, John S. Dunn, Mortgage
& Trust, Inc., a corporation, University Savings & Loan Associa-
tion, a corporation, and Stewart Trust Company, a corporation,
severally, own and/or hold certain liens upon the property first

hereinabove described, or upon portions hereof, as the case may be, as more fully reflected by, and in the records of the County Clerk of Harris County, Texas.

WHEREAS, the said tract or parcel of land containing 108.890 acres of land (including the various tracts or parcels situated therein, and owned by the persons hereinabove secondly named) has been subdivided and platted as shown by the map or plat of BRAEBURN GLEN, SECTION NO. ONE, filed for record in Harris County, Texas, under County Clerk's File No. 1540478.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BRAEBURN GLEN, INC., a Texas corporation, DALE WEBB and his wife, BETTIE WEBB, CHARLIE V. BEDDINGFIELD, JR., and his wife, DORIS M. BEDDINGFIELD, E. J. MICHAEL and his wife, DORIS MICHAEL, R. E. BALDWIN and his wife, MARIEL B. BALDWIN, JACK CULBERTSON and his wife, MAXINE CULBERTSON, KENNETH L. SMITH and his wife, PATRICIA SMITH, and ELLIS E. ROBERTS and his wife, JOANNA ROBERTS, all of the said individually being residents of Harris County, Texas - all of whom are hereinafter collectively termed the "Owner", for convenience, do hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right unto Braeburn Glen, Inc., its successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and agree that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

DEFINITIONS

The word "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon

which it abuts. A Corner Lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said addition as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Owner, their heirs or successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Owner and their heirs or successors and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as hereinafter set forth.

USE OF LAND

(a) Except as herein noted, no lots shall be used for anything other than residential purposes.

(b) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept,

bred or maintained for any commercial purposes.

(d) No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on any residential lot or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

ARCHITECTURAL RESTRICTIONS

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homesite in Braeburn Glen, Section No. One, until plans and specifications have been submitted to and approved in writing by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) No dwelling shall be erected or placed on any lot having a width of less than sixty-five (65) feet at the minimum building setback line, except as to Lot No. 11 in Block No. 4 the width at the minimum building setback line shall be not less than fifty-two (52) feet and as to Lot No. 9, the width at the minimum building setback line shall be not less than sixty-two (62) feet. Nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet (except on Lot No. 11 in Block No. 4 and Lots Nos. 2 and 16 in Block No. 8 as to which the minimum area shall be not less than 6385 square feet.)

(b) All lots in the tract shall be known and described

as residential lots except that lot designated as Reserve A upon the map of Braeburn Glen, Section No. One, filed in Harris County, Clerk's Office, under County Clerk's File No. 1540478.

The "Reserve A" tract shown on said recorded plat shall be unrestricted.

(c) No structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a garage of such size as may be deemed to be harmonious with the other improvements by the Architectural Committee.

(d) No structure shall be moved on to any lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted.

No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bona fide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate

section.

(i) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts.

(j) No residence shall be constructed (on any lot or building site in this subdivision) with less than one thousand one hundred (1,100) square feet of ground floor area exclusive of porches and garage.

(k) The building lines of any residence to be erected upon the hereinabove described tracts shall be:

- (1) Front building line--not less than 25 feet from the front property line.
- (2) Rear building line--not less than 25 feet from the rear property line.
- (3) Side building lines--not less than 5 feet from the side property line; provided, however, that on any corner lot no structure shall be erected nearer than 10 feet from the property line abutting a street.

provided, however in the event the map or plat of Braeburn Glen, Section One, expressly prescribes a different building line (either front, rear or side lines), the building line or lines prescribed in said map or plat shall control over the hereinabove stated building lines.

(1) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient

height to prevent obstruction of such sight lines.

(m) No radio or television aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(n) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot.

This does not apply to garage and servant's quarters when attached to the main residence but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Committee.

Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

The right is reserved by the Architectural Committee to change the setback restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(o) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

(p) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the

street or between the pavement and property line.

(q) No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(r) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot.

Ralph E. Baldwin, Jack Culbertson and E. J. Michael, all of Houston, Harris County, Texas, are hereby designated and appointed as the Architectural Committee, which Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such Committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full right and authority to act hereunder and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any

designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, Braeburn Glen, Inc. shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Committee or restore to it any of its powers and duties.

If at any time, Braeburn Glen, Inc. is dissolved or otherwise ceases to exist, then thereafter the owners of fifty-one per cent of the lots in Braeburn Glen, Section No. One (one lot or homesite constituting one ownership) becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are

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recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the Owner, their heirs, successors and assigns and all parties claiming by, through or under it or them, and all subsequent property owners in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such person or Braeburn Glen, Inc. shall be liable except in respect to breaches committed during its, his or their ownership of said property.

The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired, and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will in nowise affect any of the other provisions which shall remain in full force and effect.

Braeburn Glen, Inc., its successors and assigns, and/or the other owners herein mentioned, their heirs and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyance of lots and dedication of streets in said subdivision shall be subject to the easements and rights-of-way as shown on the map of Braeburn Glen, Section No. One, filed under County Clerk's File No. 1540478, Harris County, Texas, and to any easements over, under, along and across such portions of each lot, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines of lots in said subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement

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five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said subdivision.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

AND, M. McCONNELL, TRUSTEE, of Harris County, Texas, JOHN S. DUNN, of Harris County, Texas, MORTGAGE & TRUST, INC., a corporation, UNIVERSITY SAVINGS & LOAN ASSOCIATION, a corporation, and STEWART TRUST COMPANY, a corporation, as the owners and/or holders of certain liens (held severally by said parties) upon the lands subdivided as BRAEBURN GLEN, SECTION NO. ONE, or upon parts of said land, as more fully shown by the records of Harris County, Texas, do join in the execution hereof for the sole purpose of subordinating the liens held of record by them, and by each of them, to the restrictions, covenants, conditions, stipulations and dedications herein contained as fully as if this instrument had been executed, delivered and recorded prior to the creation of the liens held by the parties hereinabove named and as fully as if the instruments by which such liens were created and established had been expressly subject to the terms and provisions hereof.

EXECUTED on this the 27TH day of February, 1956.

ATTEST:

[Signature]
Secretary

[Signature]
DALE WEBB

[Signature]
CHARLIE V. BEDDINGFIELD, JR.

[Signature]
E. J. MICHAEL

BRAEBURN GLEN, INC.

By: [Signature]
President

[Signature]
BETTIE WEBB

[Signature]
DORIS M. BEDDINGFIELD

[Signature]
DORIS MICHAEL

R. E. Baldwin
R. E. BALDWIN

Maribel B. Baldwin
MARIEL B. BALDWIN

Jack Culbertson
JACK CULBERTSON

Maxine Culbertson
MAXINE CULBERTSON

Kenneth L. Smith
KENNETH L. SMITH

Patricia Smith
PATRICIA SMITH

Ellis E. Roberts
ELLIS E. ROBERTS

Joanna Roberts
JOANNA ROBERTS

John S. Dunn
JOHN S. DUNN

M. McConnell
M. MCCONNELL, TRUSTEE

ATTEST:
[Signature]
Secretary

MORTGAGE & TRUST, INC.
By: [Signature]
Vice President

ATTEST:
[Signature]
Secretary

UNIVERSITY SAVINGS & LOAN
ASSOCIATION
By: [Signature]
Vice President

ATTEST:
[Signature]
Secretary

STEWART TRUST COMPANY
By: [Signature]
Acting Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. E. BALDWIN, President of BRAEBURN GLEN, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27th day of February, 1956.

[Signature]
Notary Public in and for
Harris County, Texas

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THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared DALE WEBB and BETTIE WEBB, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said BETTIE WEBB, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27th day of February, 1956.

Elise C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared CHARLIE V. BEDDINGFIELD, JR. and DORIS M. BEDDINGFIELD, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said DORIS M. BEDDINGFIELD, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27th day of February, 1956.

Elise C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. J. MICHAEL and DORIS MICHAEL, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said DORIS MICHAEL, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27th day of February, 1956.

Elise C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. E. BALDWIN and MARIEL B. BALDWIN, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said MARIEL B. BALDWIN, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Charles C. Young
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JACK CULBERTSON and wife, MAXINE CULBERTSON, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said MAXINE CULBERTSON, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Charles C. Young
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH L. SMITH and PATRICIA SMITH, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said PATRICIA SMITH, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Charles C. Young
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELLIS E. ROBERTS and JOANNA ROBERTS, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said JOANNA ROBERTS, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Bliss C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN S. DUNN, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Bliss C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared M. McCONNELL, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Bliss C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared A. W. PURDON, Vice President of MORTGAGE & TRUST, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to

me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Charles C. Young
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NATH A. TURNER, Vice President of UNIVERSITY SAVINGS & LOAN ASSOCIATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

Reynold M. Cuyler
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared HOMER KASSERMAN Acting Vice, President of STEWART TRUST COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27TH day of February, 1956.

T. W. Turner
Notary Public in and for
Harris County, Texas

Filed for Record April 5, 1956 at 8:30 o'clock AM

Recorded April 16, 1956 at 10:08 o'clock AM

W. D. MILLER, Clerk County Court Harris County, Texas

By James M. Kesser Deputy